



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	SC	Dept.	A	Contract Number	
County Department Department of Child Support Services <u>and</u> DCSS Department of Children's Services DCS			Dept. Orgn.		Contractor's License No.	
County Department Contract Representative Lisa Ordaz			Telephone 388-0222		Total Contract Amount \$4,725,000	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: Line 1 encumbered Line 2 unencumbered						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date May 4, 2004		Contract End Date April 30, 2007		Original Amount \$4,725,000
Fund AAA	Dept. DCS	Organization 901	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No. 9012445B	Amount \$4,500,000
Fund AAA	Dept. DPA	Organization DCS	Appr. 2085	Obj/Rev Source XX X	GRC/PROJ/JOB No. 07000	Amount \$225,000
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name Service of Process				Estimated Payment Total by Fiscal Year		
				FY	Amount	I/D
				03/04	\$312,000	I
				04/05	\$1,071,000	I
				05/06	\$1,671,000	I

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Department of Child Support Services and Department of Children's Services, hereinafter called the County, and

Name

American Eagle Attorney Services, Inc.

hereinafter called

Contractor

Address

8560 Vineyard Ave., Suite 111

Rancho Cucamonga, CA 91730

Phone

Birth Date

(909) 466-7272

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The County desires Service of Process services; and

WHEREAS, County has been allocated funds by Federal and State funds to acquire such services; and

WHEREAS, County finds Contractor qualified to provide Service of Process services; and

WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW THEREFORE, County and Contractor mutually agree to the following terms and conditions:

TABLE OF CONTENTS

I.	DEFINITIONS	3
II.	CONTRACTOR SERVICE RESPONSIBILITIES	3
III.	CONTRACTOR GENERAL RESPONSIBILITIES	4
IV.	COUNTY RESPONSIBILITIES	9
V.	FISCAL PROVISIONS	9
VI.	RIGHT TO MONITOR AND AUDIT	10
VII.	CORRECTION OF PERFORMANCE DEFICIENCIES	10
VIII.	TERM	11
IX.	EARLY TERMINATION	11
X.	GENERAL PROVISIONS	11
XI.	CONCLUSION	12
	ATTACHMENT A – PROCESS SERVICE SPECIFICATIONS	
	ATTACHMENT B – SERVICE FEES	

I. DEFINITIONS

- A. DCS – The acronym for the Department of Children’s Services. This department is dedicated to the protection of children and the promotion of child and family well-being.
- B. DCSS – The acronym for the Department of Child Support Services. This department provides services to assist parents in their mutual obligation to financially support and provide health insurance for their children.
- C. Fee-for-Service Contract - An agreement to pay a specified price for the delivery of specific supplies or services.
- D. HSS – The acronym for Human Services System. This department oversees, coordinates and integrates services for the County’s ten Human Services departments.
- E. Jurisdictional/Disposition Hearing (JD) – Hearing which determines whether or not allegations of abuse or neglect are found to be true and determines services to the family and placement of the child.
- F. Livescan – A fingerprinting system used to obtain background checks, where an “electronic picture” of an individual’s fingerprints and personal descriptor information are electronically transmitted to central site computers at the Department of Justice.
- G. Order to Show Cause Hearing (OSC) – An order to appear as directed and present to the Court reasons why a particular order should not be made.
- H. Service Documentation (Field Notes) – Notes or other documentation, which must be legible, clearly documented, and withstand challenge in a court of law.
- I. Successful Service of Process – The formal delivery of a summons, OSC or other legal notice to the person to be served. Personal service is actual delivery to the person to whom it is directed. Substitute service is any form of service other than personal service.
- J. Substitute Service – As provided by law, service to an alternate person or entity, when Contractor cannot serve the intended person, after three (3) attempts of reasonable due diligence with clearly documented field notes. Contractor must mail a copy of service packet to the intended person within five (5) calendar days of substitute service.
- K. Summons and Complaint – Documents used to commence a civil action and to acquire jurisdiction over a party.
- L. Unsuccessful Service – Service is said to be unsuccessful after three (3) attempts at different days and times have been made. Those service packets not served are to be returned to the County with field notes detailing due diligence.
- M. 366.26 Hearing - Hearing to select and implement a permanent plan for a child. The termination of parental rights may occur at the hearing.

II. CONTRACTOR SERVICE RESPONSIBILITIES

- A. Contractor must be able to meet established specifications and service deadlines as stipulated in the Process Service Specifications (Attachment A).
- B. Contractor must be licensed and bonded to perform such services, and utilize process servers who are certified, registered and bonded within their State.
- C. Contractor is to make a minimum of three (3) attempts at service. The first attempt must be within 72 hours of Contractor’s receipt of request, unless otherwise noted on service request. Each attempt is to be fully documented.

- D. Contractor is to provide Proof of Service and/or Declaration of due Diligence within 10 days of service or last unsuccessful service attempt. First attempt date must be documented.
- E. Contractor is to provide expert testimony, if required, at no additional charge to the County after all other remedies have been exhausted, including but not limited to telephonic appearance by the Contractor.
- F. Contractor is to pick-up service packets and deliver complete packets, which will sustain legal challenge, at approved County locations.
- G. Contractor shall be able to receive service documents in electronic form and assemble service packets from stock forms and provide County with Proof of Service and/or Declaration of Due Diligence in electronic form, at no additional charge.
- H. Contractor is to use California Judicial Council forms.
- I. Contractor is to provide a toll-free number and assign a coordinator to work with County for the purpose of checking on the status of a service of process, billing or other information required.
- J. Contractor must be able to achieve Service of Process throughout the United States and Internationally.
- K. Contractor must maintain Confidentiality of information and follow established regulations, such as the California Code of Civil Procedure.
- L. Contractor shall immediately notify County when a conflict of interest arises or if a requested serve places the process server in jeopardy.

III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. Contractor certifies that neither it nor its principals is presently disbarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in this transaction, by any federal or state department or agency.
- B. Without the prior written consent of County, this Contract is not assignable by Contractor either in whole or in part.
- C. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates, or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer, or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- D. If during the course of the administration of this Contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

E. It is assumed that Contractor will enter into subcontracts for work contemplated under the Contract. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.

F. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino. County shall have the right, upon reasonable notice and at reasonable hours of business, to examine and inspect such records and books.

Records, should include, but are not limited to, service documentation, proofs of service, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all charges for delivery services. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current, and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

G. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone, fax numbers, or e-mail or website addresses.

H. Contractor shall notify County of inability to engage subcontractors or any positions, which become vacant during the term of this Contract, which will result in reduction of services to be provided under this Contract. Upon becoming aware of such inability to subcontract or vacancies, the Contractor shall apprise County of the steps being taken to provide the services as expeditiously as possible.

I. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify HSS when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within twenty-four (24) hours.

J. Contractor shall provide a complaint and grievance procedure, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the service of process.

K. Contractor shall require all persons, including but not limited to its officers, agents, employees, volunteers, and any subcontractor directly or indirectly involved in administration of services provided under this Contract, to comply with the provisions of Section 10850 and 827 of the Welfare and Institutions (W & I) Code and Division 19-000 of the Department of Social Services Manual of Policies and Procedures to assure that:

1. All applications and records concerning any individual made or kept by any public officer, public agency, or Contractor with the administration of any provision of the W & I Code relating to any forms of public social services provided under this Contract shall be confidential and shall not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring, or auditing of such services.

2. No person shall publish, disclose, use, permit or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Contract. Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Contract of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

L. Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:

1. Assurance that all employees, agents, consultants, or volunteers who perform services under this Contract, and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
2. Development and implementation of procedures for employees, agents, consultants, or volunteers, who are not subject to the mandatory reporting laws for child abuse, to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
3. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

M. Contractor shall notify County of any staff member, paid intern or volunteer who is knowingly or negligently employed, who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern, or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify County. In the County's discretion, the County may instruct Contractor to take action to either deny employment, terminate employment, terminate internship, or volunteer services, where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify HSS concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

N. Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification - The Contractor agrees to indemnify, defend, and hold harmless the County and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any fault of contractor or subcontractor, including the acts, errors or omissions of any person, and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.
2. Insurance - Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with minimum limits as shown:
 - a. Worker's Compensation - A program of Workers' Compensation insurance or a State-approved Self Insurance Program in amount or form to meet all applicable requirements of the Labor code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under

the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage of owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- c. Errors and Omissions Liability Insurance - Combined single limits of \$1,000,000 and \$3,000,000 in the aggregate or

Professional Liability - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

- 3. Additional Named Insured - All policies, except for Workers' Compensation, Errors and Omissions, and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
- 4. Waiver of Subrogation Rights - Except for Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors.
- 5. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- 6. Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder, until the completion of such services. Within sixty (60) days of the commencement of this Contract, the Contractor shall furnish certified copies of the policies and all endorsements.
- 7. Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

8. Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.
- O. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules, or regulations relating to its duties, obligations and performance under the terms of the Contract, and shall procure all licenses and pay all fees, and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
- P. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where contract services are administered under the terms of this Contract.
- Q. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:
1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment, or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from County HSS Contracts Unit.
 2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with County HSS Contracts Unit within 30 days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, HSS shall supply a sample of the Plan format. The Contractor shall be monitored by HSS for compliance with provisions of its Civil Rights Plan.
- R. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- S. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 20, Division 2, California Code of Regulations).
- T. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds \$100,000, Contractor agrees to comply with Section 306 of the Clean Air Act (42 USC 1857 h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).
- U. Contractor shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract. Recycled printed products shall include a symbol identifying the recycled material.

- V. Contractor understands and agrees that any and all legal fees, or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense, and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

IV. COUNTY RESPONSIBILITIES

- A. County shall provide a liaison to work with the Contractor to coordinate communication and assist in problem resolution.
- B. County shall compensate Contractor for services rendered in accordance with Section V of this Contract.

V. FISCAL PROVISIONS

- A. The maximum amount of payment under this Contract shall not exceed \$4,725,000 and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- B. The basis for payment is under a Fee-for-Service contract based on rates identified in Service Fees (Attachment B).
- C. Contractor will provide invoices once a month to each County department (DCS and DCSS) within 10 days following the month of service. A summary detail sheet is to be included providing the following information: date of service (listed in chronological order), department name and reference number, name of person served, charge for service, and a total invoice amount. A second Proof of Service with original signatures is to be included with the corresponding billing. DCSS and DCS cases are to be billed separately. Monthly invoices for DCSS clients, along with the reports, are to be sent to each of the district branches where the service packets were picked up. Monthly invoices for DCS clients, along with the reports, are to be sent to:

County of San Bernardino – Human Services System
Attention: Contracts Unit
150 South Lena Road
San Bernardino, CA 92415-0515

- D. Fees for services under the terms of this Contract shall be incurred during the contract period except as approved by County.
- E. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations which have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

VI. RIGHT TO MONITOR AND AUDIT

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision, or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visits. Such reimbursement will not exceed \$50 per hour (including travel time) and will be deducted from the following month's claim for reimbursement.
- C. Contractor shall cooperate with County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books, and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later. Records of the Contractor, which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.
- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

VII. CORRECTION OF PERFORMANCE DEFICIENCIES

- A. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract.
- B. In the event of a non-cured breach, County may, at its sole discretion and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Contract:
 - 1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
 - 2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - 3. Withhold funds pending duration of the breach; and/or
 - 4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
 - 5. Terminate this Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from

any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

VIII. TERM

This Contract is effective as of May 4, 2004, and expires April 30, 2007, but may be terminated earlier in accordance with provisions of Section IX of the Contract. The Contract term may be extended for two additional one year periods by mutual agreement of the parties.

IX. EARLY TERMINATION

- A. The County may terminate the Contract immediately under the provisions of Section VII of the Contract. In addition, either party may terminate the Contract without cause by serving a written notice ninety (90) days in advance of termination. The Assistant County Administrator – Human Services System is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.

X. GENERAL PROVISIONS

- A. Contractor understands that the County can guarantee no minimum or maximum number of requests for Service of Process under this Contract.
- B. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: American Eagle Attorney Service, Inc.
8560 Vineyard Ave., Suite 111
Rancho Cucamonga, CA 91730

County: County of San Bernardino
Human Services System
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

County (***Insurance Information Only***):
County of San Bernardino
c/o Insurance Data Services
P.O. Box 12010 – CB
Hemet, CA 92546-8010

- B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
- C. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee, or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once an Contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- E. County shall have Power of Attorney to pay delinquent debts and unpaid wages for work provided under this Contract from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- F. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing, which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- G. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- H. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- I. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal and state court located in the County of Riverside, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

XI. CONCLUSION

- A. This Contract, consisting of thirteen (13) pages and Attachments A and B, is the full and complete document describing services to be rendered by Contractor to County including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

- C. **IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month and year written.

COUNTY OF SAN BERNARDINO

►
Dennis Hansberger, Chairman, Board of Supervisors

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

American Eagle Attorney Service, Inc.
(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name Scott Naples
(Print or type name of person signing contract)

Title Chief Financial Officer
(Print or Type)

Dated _____

Address 8560 Vineyard Ave., Suite 111

Rancho Cucamonga, CA 91730

Approved as to Legal Form ► Jacqueline Carey-Wilson, County Counsel Date	Reviewed by Contract Compliance ► Lori Ciabattini, HSS Contracts Unit Date	Presented to BOS for Signature ► Cory Nelsen, DCSS Director Date Cathy Cimbalo, DCS Director
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**Auditor/Controller-Recorder
Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

Date _____

***Auditor/Controller-Recorder
Use Only***

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

